

## SEVERANCE AGREEMENT AND RELEASE

This Severance Agreement and General Release ("Agreement") is made and entered into between The City of Prineville ("City") and Larry Seymour ("Seymour").

Considering Seymour's tenure with City, City is providing Seymour with the opportunity to enter into this Agreement in exchange for a full and complete release of all claims. Both City and Seymour agree to satisfactorily perform the duties specified pursuant to this Agreement. The parties have reached the following agreement related to Seymour's employment with City:

1. In consideration for Seymour's voluntary resignation from employment, tenure of employment and the release below, City agrees to provide Seymour with the following Severance Package:
  - a. Severance Pay: City agrees to pay Seymour a severance amount equal to 20 months of salary, which equals \$250,125.00. This payment will be processed through payroll and the usual and customary withholding and deductions will be made. Seymour acknowledges that he would not have been entitled to these severance payments in the absence of this Agreement.
  - b. City will pay Seymour's COBRA payment for health insurance for up to 18 months and will pay the premiums directly to the carrier. Seymour agrees to notify City if he begins coverage under another group health insurance plan. Seymour shall also receive a payout of all unused, accrued sick and vacation time which equals \$81,212.15.
  - c. If available at the time of signing, City will provide Seymour with his service weapon, a Glock 17.
2. In consideration of the offering of the opportunity to enter into this Severance Agreement and for the consideration listed in paragraphs 1 and 2 above, Seymour hereby forever releases, acquits and discharges City, including its past and present affiliates, officers, directors, administrators, employees, agents, attorneys, assigns, successors and insurers (hereinafter "Released Parties"), from and against any and all claims, demands and causes of action, whether such claims, demands or causes of action are known or unknown as of the date this Agreement is executed, pending or not pending, liquidated or unliquidated, of every kind of nature whatsoever, which Seymour has or had against City or any other Released Party, arising out of any act or matter occurring on or before the date this Agreement is executed, including but not limited to any cause of action or other claims arising out of his employment with City or the circumstances surrounding his severance therefrom. The foregoing release includes, but is not limited to, any and all known or unknown, asserted or un-asserted, claims for: wages; monies; damages; equitable relief; employment; re-employment or reinstatement to employment; attorney's fees; costs; emotional distress; stress; punitive, liquidated, or exemplary or non-compensatory damages of any kind or type;

and all other relief for injuries known or unknown, asserted or un-asserted, claims brought pursuant to any state, federal or local law, regulation, ordinance or any other authority, including, but not limited to, any claim for compensation in any form, and any claim arising under any contract, including but not limited to any Oregon, federal or other statute pertaining to wages, conditions of employment or discrimination in employment, including, but not limited to, any claim under: ORS Chapters 652, 653, 654, 657, 659, and 659A, *et seq.*; Title VII of the Civil Rights Act of 1964; the Post Civil War Civil Rights Act as currently codified at 42 U.S.C. § 1981-1988; the Civil Rights Act of 1991, ERISA, as currently codified at 29 U.S.C. §§1001, *et seq.*; the Equal Pay Act of 1963; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Vietnam Era Veterans' Readjustment Act; the Walsh-Healy Act; the Contract Work Hours and Safety Standards Act; the Rehabilitation Act of 1973; the Davis-Bacon Act; Executive Order 11246; any past, present, or future regulations, rules, opinions, or decisions promulgated pursuant to the aforementioned laws or other authority granted or in the future granted by a state or the federal legislature; any other tort, or other common-law or statutory theory of recovery.

3. It is understood that this is a general and complete release. Seymour represents and warrants that he does not have any claims against any other person, corporation, or other entity for any claims arising from or related to his employment with or severance from employment at City.
4. Seymour acknowledges that, as of the date he signs this Agreement, he has been paid in full all wages and other sums due and owing by virtue of employment with City (except City has not yet paid the amounts described in paragraphs 1 and 2, above).
5. Seymour covenants and agrees that he will not assert any claim, charge, action or lawsuit against City or any other Released Party that he has released in paragraph 3 above. Seymour also agrees that if any agency, court, or individual ever assumes jurisdiction of any such claim, action, charge or lawsuit and/or purports to bring any legal proceeding in whole or in part on Seymour's behalf, upon his knowledge of the suit, he immediately will request such agency, court, or individual to withdraw from and/or dismiss the claim, action, charge or lawsuit with prejudice and will otherwise refuse to cooperate or participate unless required to do so by process of law and will do nothing to encourage such process. Any breach of the commitments contained in this paragraph or paragraph 3 shall constitute a material breach of this Agreement, which shall relieve the City from paying any unpaid severance payments pursuant to paragraphs 1 and 2, above, and which shall require Seymour to return any severance payments he has received pursuant to paragraphs 1 and 2, above, and to pay the reasonable attorney's fees, costs, and damages City or any Released Party may incur as a result of Seymour's breaching a promise made in this release. All other provisions of this Agreement shall remain in full force and effect in the event of a breach of this Agreement by Seymour.

6. Seymour agrees that he will not disparage City or its employees, administrators, or agents, or engage in any activity that adversely affects the reputation, employment relationships or business relationships of City.
7. Upon execution of this Agreement, the parties shall agree that a mutually agreed-upon media statement will be released regarding Seymour's resignation from employment. City shall provide Seymour with the media statement and Seymour shall have two (2) business days to consent or object thereto. If Seymour does not respond, Seymour is deemed to have agreed to the media statement.
8. The interpretation of and performance under this Agreement shall be governed by the laws of the State of Oregon, exclusive of choice of law rules, and jurisdiction and venue in any legal action concerning this Agreement shall exist exclusively in state or federal courts in Oregon and nowhere else (except that the judgment or decree of a court in Oregon may be enforced in any court). If any of the provisions of this Agreement are determined by any governmental agency or court to be illegal, invalid, or otherwise unenforceable, the remaining terms shall nonetheless remain in full force and effect.
9. This Agreement contains the entire agreement and understanding between the parties, and this Agreement supersedes and replaces all prior or contemporaneous negotiations, representations, or agreements, written or oral, concerning the subject matter of this Agreement. The parties acknowledge and agree they have had an opportunity to be represented and have been advised by independent counsel before the execution of this Agreement. No amendments, modifications or supplements to this Agreement may be made other than by a writing signed by the parties.
10. Seymour enters this Agreement voluntarily, of his own free will. Seymour has read and fully understands this Agreement.
11. The parties acknowledge that Seymour has been provided with twenty-one (21) days to consider this Agreement prior to signing it. The parties further acknowledge that Seymour shall have seven (7) days following signature to revoke this Agreement. If Seymour desires to revoke this Agreement, he must do so in writing to the following individual:


Steve Forrester  
City of Prineville  
387 NE 3rd St  
Prineville, OR 97754


The effective date of this Agreement shall be the eighth day after the date the Agreement is signed by Seymour, provided Seymour has not exercised the right of revocation.

///

Seymour agrees that this is the entire Agreement between the parties, that he has had an opportunity to consult with legal counsel concerning its terms, and that he has carefully read and understood the terms of this Agreement. Seymour acknowledges that he has freely and voluntarily entered into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

  
\_\_\_\_\_  
Larry Seymour (Jan 12, 2024 14:54 PST)  
Larry Seymour

City of Prineville   
\_\_\_\_\_  
Steve Forrester

Date signed: \_\_\_\_\_

Date signed: 1-22/24

## SEVERANCE AGREEMENT AND RELEASE

This Severance Agreement and General Release ("Agreement") is made and entered into between The City of Prineville ("City") and Robert Gray ("Gray").

Considering Gray's tenure with City, City is providing Gray with the opportunity to enter into this Agreement in exchange for a full and complete release of all claims. Both City and Gray agree to satisfactorily perform the duties specified pursuant to this Agreement. The parties have reached the following agreement related to Gray's employment with City:

1. In consideration for Gray's voluntary resignation from employment on January 12, 2024, tenure of employment and the release below, City agrees to provide Gray with the following Severance Package:
  - a. Severance Pay: City agrees to pay Gray a severance amount equal to 14 months of salary, which equals \$150,937.55. This payment will be processed through payroll and the usual and customary withholding and deductions will be made. Gray acknowledges that he would not have been entitled to these severance payments in the absence of this Agreement.
  - b. City will pay the Gray's COBRA health insurance premium for up to 14 months and will pay the premiums directly to the insurance carrier. Gray is required to notify the City if he begins to receive coverage under another group health insurance plan. Gray shall also receive a payout of all unused, accrued sick and vacation time which equals \$29,524.41.
  - c. City will provide Gray with his service weapon, a Glock 17, serial #YRL929.
2. In consideration of the offering of the opportunity to enter into this Severance Agreement and for the consideration listed in paragraphs 1 and 2 above, Gray hereby forever releases, acquits and discharges City, including its past and present affiliates, officers, directors, administrators, employees, agents, attorneys, assigns, successors and insurers (hereinafter "Released Parties"), from and against any and all claims, demands and causes of action, whether such claims, demands or causes of action are known or unknown as of the date this Agreement is executed, pending or not pending, liquidated or unliquidated, of every kind of nature whatsoever, which Gray has or had against City or any other Released Party, arising out of any act or matter occurring on or before the date this Agreement is executed, including but not limited to any cause of action or other claims arising out of his employment with City or the circumstances surrounding his severance therefrom. The foregoing release includes, but is not limited to, any and all known or unknown, asserted or un-asserted, claims for: wages; monies; damages; equitable relief; employment; re-employment or reinstatement to employment; attorney's fees; costs; emotional distress; stress; punitive, liquidated, or exemplary or non-compensatory damages of any kind or type; and all other relief for injuries known or unknown, asserted or un-asserted, claims

brought pursuant to any state, federal or local law, regulation, ordinance or any other authority, including, but not limited to, any claim for compensation in any form, and any claim arising under any contract, including but not limited to any Oregon, federal or other statute pertaining to wages, conditions of employment or discrimination in employment, including, but not limited to, any claim under: ORS Chapters 652, 653, 654, 657, 659, and 659A, *et seq.*; Title VII of the Civil Rights Act of 1964; the Post Civil War Civil Rights Act as currently codified at 42 U.S.C. § 1981-1988; the Civil Rights Act of 1991, ERISA, as currently codified at 29 U.S.C. §§1001, *et seq.*; the Equal Pay Act of 1963; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Vietnam Era Veterans' Readjustment Act; the Walsh-Healy Act; the Contract Work Hours and Safety Standards Act; the Rehabilitation Act of 1973; the Davis-Bacon Act; Executive Order 11246; any past, present, or future regulations, rules, opinions, or decisions promulgated pursuant to the aforementioned laws or other authority granted or in the future granted by a state or the federal legislature; any other tort, or other common-law or statutory theory of recovery.

3. It is understood that this is a general and complete release. Gray represents and warrants that he does not have any claims against any other person, corporation, or other entity for any claims arising from or related to his employment with or severance from employment at City.
4. Gray acknowledges that, as of the date he signs this Agreement, he has been paid in full all wages and other sums due and owing by virtue of employment with City (except City has not yet paid the amounts described in paragraphs 1 and 2, above).
5. Gray covenants and agrees that he will not assert any claim, charge, action or lawsuit against City or any other Released Party that he has released in paragraph 3 above. Gray also agrees that if any agency, court, or individual ever assumes jurisdiction of any such claim, action, charge or lawsuit and/or purports to bring any legal proceeding in whole or in part on Gray's behalf, upon his knowledge of the suit, he immediately will request such agency, court, or individual to withdraw from and/or dismiss the claim, action, charge or lawsuit with prejudice and will otherwise refuse to cooperate or participate unless required to do so by process of law and will do nothing to encourage such process. Any breach of the commitments contained in this paragraph or paragraph 3 shall constitute a material breach of this Agreement, which shall relieve the City from paying any unpaid severance payments pursuant to paragraphs 1 and 2, above, and which shall require Gray to return any severance payments he has received pursuant to paragraphs 1 and 2, above, and to pay the reasonable attorney's fees, costs, and damages City or any Released Party may incur as a result of Gray's breaching a promise made in this release. All other provisions of this Agreement shall remain in full force and effect in the event of a breach of this Agreement by Gray.

6. Gray agrees that he will not disparage City or its employees, administrators, or agents, or engage in any activity that adversely affects the reputation, employment relationships or business relationships of City.
7. Upon execution of this Agreement, the parties shall agree that a mutually agreed-upon media statement will be released regarding Gray's resignation from employment. City shall provide Gray with the media statement and Gray shall have two (2) business days to consent or object thereto. If Gray does not respond, Gray is deemed to have agreed to the media statement.
8. The interpretation of and performance under this Agreement shall be governed by the laws of the State of Oregon, exclusive of choice of law rules, and jurisdiction and venue in any legal action concerning this Agreement shall exist exclusively in state or federal courts in Oregon and nowhere else (except that the judgment or decree of a court in Oregon may be enforced in any court). If any of the provisions of this Agreement are determined by any governmental agency or court to be illegal, invalid, or otherwise unenforceable, the remaining terms shall nonetheless remain in full force and effect.
9. This Agreement contains the entire agreement and understanding between the parties, and this Agreement supersedes and replaces all prior or contemporaneous negotiations, representations, or agreements, written or oral, concerning the subject matter of this Agreement. The parties acknowledge and agree they have had an opportunity to be represented and have been advised by independent counsel before the execution of this Agreement. No amendments, modifications or supplements to this Agreement may be made other than by a writing signed by the parties.
10. Gray enters this Agreement voluntarily, of his own free will. Gray has read and fully understands this Agreement.
11. The parties acknowledge that Gray has been provided with twenty-one (21) days to consider this Agreement prior to signing it. The parties further acknowledge that Gray shall have seven (7) days following signature to revoke this Agreement. If Gray desires to revoke this Agreement, he must do so in writing to the following individual:

Steve Forrester  
City of Prineville  
387 NE 3rd St  
Prineville, OR 97754

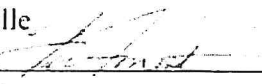
The effective date of this Agreement shall be the eighth day after the date the Agreement is signed by Gray, provided Gray has not exercised the right of revocation.

///

Gray agrees that this is the entire Agreement between the parties, that he has had an opportunity to consult with legal counsel concerning its terms, and that he has carefully read and understood the terms of this Agreement. Gray acknowledges that he has freely and voluntarily entered into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

  
\_\_\_\_\_  
RF: Gray (Jan 17, 2024 10:28 PST)  
Robert Gray

City of Prineville   
\_\_\_\_\_  
Steve Forrester

Date signed: \_\_\_\_\_

Date signed: 1-12-24



## EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PRINEVILLE AND LARRY SEYMOUR

This employment agreement is between the City of Prineville, an Oregon municipal corporation (City), and Larry Seymour (Employee). This Agreement shall be effective when signed by both parties.

### RECITALS

- A. The City desires to employ Employee as the Police Chief and Employee is willing to serve in that position.
- B. City and Employee wish to clarify the terms and conditions of Employee's employment as Police Chief.

### TERMS OF AGREEMENT

1. **EMPLOYMENT.** City and Employee agree that Employee shall serve as Police Chief. Employee shall render full-time professional services in that position. The Police Chief is subject to the direction of the City Manager. Employee shall report to the City Manager. The Employee is expected to exercise appropriate professional judgment as a Police Chief, as well as the initiative and responsibility one reasonably expects from a person in that position.
2. **AT-WILL EMPLOYEE.** Employee is an at-will employee and serves at the discretion of the City Manager. As an at-will employee, the City may terminate Employee at any time, with or without cause and with or without notice. No statements to the contrary, written or oral made either before or during employment can change this status.
3. **TERM.** Employee shall begin work as Police Chief on July 1, 2022, and continue employment as Police Chief until this Agreement is terminated or until Employee retires.
4. **COMPENSATION.** Employee's Base salary shall be \$145,000 (\$12,083.33/mo.). At the date of signing this agreement a \$15,000, signing bonus will be given. An additional \$10,000 bonus will be given at mid-year review upon meeting goals as outlined. Larry Seymour is eligible for 3.5% of longevity pay, performance bonus annually, and or mid-year as part of the review process in future years of employment. The City may choose not to grant management employees a cost of living adjustment, even if the cost of living has increased.

#### **GOALS:**

- Stable officer staffing and leadership for both Emergency Dispatch and the Police Department.
- Maintaining Accreditation and Lexipol compliance
- Budget education
- Maintain or exceed yearly leadership hours for both Dispatch and Police to be current with DPSST for the certificate and job title held.

5. **SPECIAL PROVISIONS**. This Agreement is for professional services on a full-time basis. Employee shall not engage in any other employment without the written approval of the City Manager. Occasional teaching of seminars or professional writing does not constitute outside employment.

6. **HOURS**. Employee is paid a salary and not on an hourly wage. Employee shall not be entitled to receive overtime compensation or compensatory vacation or leave time for providing service to the City outside of what may be considered to be the normal hours of employment. Attendance records shall be completed by the employee and maintained pursuant to City personnel policy.

7. **AGREEMENT PREVAILS**. The terms of this Agreement prevail over any inconsistent provisions of the City's personnel policies. The personnel policies shall apply to the extent not inconsistent with the Agreement.

8. **BENEFITS**. Employee shall receive the benefits listed in this section. The City's personnel policies and insurance policies provide more detail concerning the benefits provided.

A. Employee shall receive the health insurance, life insurance, retirement, and leave benefits provided in the City's personnel policies. These benefits are subject to change, but currently consist of (1) health insurance (medical, dental, vision coverage); (2) paid holidays; and (3) sick leave will accrue at 8 hours a month with max of 2,000 hours. Vacation leave accrues monthly and increases with your longevity with the City. The max accrual on the graduating scale. At 20 years of employment employee will receive 16 hours per month with a max of 192 hours; (4) Upon separation from the City, whether "Termination for Cause", "Termination Without Cause" or a "Resignation" by the employee, he shall be paid out 100% of his accrued Vacation and 100% of his accrued Sick leave".

B. To recognize individual efforts, performance, and achievements, and to compensate for times when exempt employees spend more hours at work than normal due to special projects or increased workloads. The exempt employee may be granted up to eighty (80) hours additional paid leave per fiscal year.

C. Attendance at professional seminars and meetings is part of Employee's employment, but seminars and meetings must be scheduled to avoid conflict with essential duties. City shall reimburse Employee for properly documented reasonable and necessary expenses incidental to attendance at approved professional seminars and meetings, consistent with City policy. Any extraordinary expenditures or prolonged absences from work associated with attendance at professional seminars and meetings must be approved by the City Manager.

D. City will pay annual dues and fees for professional, civic, service, and other appropriate organization of which Employee is, or becomes, a member, subject to approval of the City Manager.

E. Employee shall receive any other benefits made generally available to exempt employees.

9. **TERMINATION FOR CAUSE.** City may terminate Employee's employment for cause as provided in the personnel policies as grounds for disciplinary action and may also terminate Employee's employment for the following reasons:

A. Failure to maintain any required professional certifications or qualifications. The City shall provide Employee a reasonable time to reinstate Employee's professional qualifications.

B. Deceit or misrepresentation to the City Manager or City Council relating to a matter of City business.

C. Conviction of a felony or conviction of a misdemeanor involving dishonesty.

D. Intentional failure to comply with the requirements of law in the conduct of City business.

E. Intentional or negligent violation of City rules.

F. Other misconduct, whether off or on the job, that reflects on Employee's ability to function as Police Chief, or that seriously damages the City's image or reputation.

The above "for cause" provisions are intended to be broadly construed, so as to give the City Manager the greatest flexibility and discretion to terminate employment if necessary. In the case of termination for cause, City shall have no further obligation under this Agreement, and shall have no obligation to pay any form of severance compensation, notwithstanding any other term or provision of this Agreement or any existing employment policy. Employee may retain or continue to participate in the life, health, or other insurance consistent with the personnel policies, at Employee's expense, to the extent the terms that city policies, insurance policies, or applicable law permit continued participation.

For cause termination shall follow the procedures set forth.

10. **TERMINATION WITHOUT CAUSE.** In the event that Larry Seymour and the City Manager determine that Larry Seymour will not be continuing as the Prineville Chief of Police, and is in good standing as a city public safety officer, the city will offer Larry Seymour a public safety position from patrol officer up to Captain depending upon current state of the department. Larry's base compensation will not be adjusted downward by more than 10% in the first year,

and by no more than a total of 20% from highpoint of total compensation the second year. In the event the City Manager and Larry Seymour agree that returning to a lessor position is not in the best interest of all parties involved. The City shall continue to pay the employee's salary, PERS and insurance benefits according to the following schedule:

At the signing of employment agreement the city will grant the employee a 12 month severance package.

The employee shall be compensated for 19 years of service. The city shall grant one (1) month severance for every 1 year of service up to a cap of 18 months total severance package.

No accruals during severance period.

11. **RESIGNATION**. Employee will give the City as much notice as reasonably possible under the circumstances of intended resignation to allow the City adequate time to find a replacement. The City requests that it receive 90 days' notice of intended retirement, but accepts that notice may be less than 90 days.

12. **TRANSITION**. If the Agreement is terminated without cause or by mutual agreement, Employee shall assist in the transition to a new Police Chief as requested by the City Manager. In the event of any termination not for cause or resignation, Employee may provide consultation services to the City, and the City shall pay reasonable compensation for any such consultation. No compensation shall be required for incidental contacts, such as telephone or email requests for information. All terminated employees are expected to cooperate with the City regarding litigation or other sensitive matters over which they had responsibility for, or knowledge of, while employed by the City.

13. **AMENDMENT**. This Agreement may be amended by mutual written agreement of the parties.

14. **SEVERABILITY**. The provisions of this Agreement shall be severable. The invalidity or unenforceability of any particular provision of this agreement shall not affect its other provisions, and this agreement shall be construed in all respects as if such valid or unenforceable provision had been omitted.

15. **COMPLIANCE WITH LAW**. Employee understands and agrees that the position of Police Chief requires an understanding and implementation of and compliance with various federal, state and local laws and regulations. Employee warrants that he is familiar with and will comply with and ensure compliance by the City with all applicable laws and regulations.

16. **PERFORMANCE EVALUATION** City will formally evaluate the performance of Employee on a recurring basis. City may at its discretion, informally and formally evaluate Employee on a more frequent basis.

17. **ARBITRATION** Any controversy or claim arising out of this Agreement or termination of this Agreement will be settled by arbitration before a single arbitrator in Prineville, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc.


18. **ATTORNEY'S FEES** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

19. **ENTIRE AGREEMENT**. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement

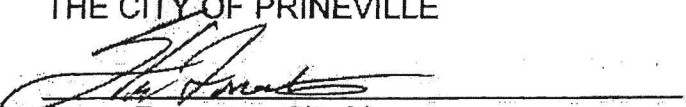
**I acknowledge that I have received and read or have had the opportunity to read this arbitration agreement. I understand that this arbitration agreement requires that disputes that involve matters subject to the agreement be submitted to mediation or arbitration pursuant to the arbitration agreement rather than to a judge and jury in court.**

DATED:

7/19/2022

  
Larry Seymour, Chief of Police

THE CITY OF PRINEVILLE

  
Steve Forrester, City Manager